

VERDICT FORM

I. Questions about Liability for Fraud

Question 1

In 2012, did Defendant Jain commit fraud against Plaintiff Ramachandran?

Answer "Yes" or "No."

Answer: No

Question 2

In 2012, did Defendant AROG commit fraud against Plaintiff Ramachandran?

Answer "Yes" or "No."

Answer: No

II. Questions about Damages

If you answered "Yes" to Questions 1 or 2, then answer the following question. Otherwise, do not answer the following question.

Answer separately in dollars and cents for damages, if any.

Question 3:

What sum of money, if any, if paid now in cash, would fairly and reasonably compensate Plaintiff Ramachandran for his damages, if any, that resulted from such fraud? Answer in dollars and cents for the following items and none other.

- a. Benefit of the bargain damages sustained by Plaintiff Ramachandran in the past.

Answer: _____

- b. Mental anguish damages sustained by Plaintiff Ramachandran in the past.

Answer: _____

Exemplary Damages

Answer the following question regarding a defendant only if you unanimously answered "Yes" to Question 1 or Question 2 regarding that defendant. Otherwise, do not answer the following question regarding that defendant.

To answer "Yes" to the following questions, your answer must be unanimous.

Question 4:

Do you find by clear and convincing evidence that the harm to Plaintiff Ramachandran resulted from malice or any fraud found by you in Question 1?

Answer "Yes" or "No"

Answer: _____

Question 5:

Do you find by clear and convincing evidence that the harm to Plaintiff Ramachandran resulted from malice attributable to AROG?

Answer: "Yes" or "No"

Answer: _____

Answer the following question regarding a defendant only if you unanimously answered "Yes" to Question 4 or Question 5 regarding that defendant. Otherwise, do not answer the following question for that defendant.

You must unanimously agree on the amount of any award of exemplary damages.

Question 6:

What sum of money, if any, if paid now in cash, should be assessed against Defendant Jain and awarded to Plaintiff Ramachandran as exemplary damages, if any, for the conduct found in response to Question 4?

Answer in dollars and cents, if any.

Answer: _____

Question 7:

What sum of money, if any, if paid now in cash, should be assessed against Defendant AROG and awarded to Plaintiff Ramachandran as exemplary damages, if any, for the conduct found in response to Question 5?

Answer in dollars and cents, if any.

Answer: _____

Answer the following question only if you unanimously answered "Yes" to Question 4. Otherwise, do not answer the following question.

To answer "Yes" to the following question, your answer must be unanimous.

Question 8:

Did Defendant Jain secure the execution of a document by deception and was the value of the property affected \$2,500 or more?

Answer "Yes" or "No."

Answer: _____

Instructions for Question 8:

"Securing the execution of a document by deception" occurs when a person causes another person to *sign* any document affecting *property*, and does so by deception, with the intent to defraud or harm any person.

A person acts with intent with respect to the nature of *his* conduct or to a result of *his* conduct when it is the conscious objective or desire to engage in the conduct or cause the result.

"Deception" means:

- (1) creating or confirming by words or conduct a false impression of law or fact that is likely to affect the judgment of another in the transaction, and that the actor does not believe to be true; or
- (2) failing to correct a false impression of law or fact that is likely to affect the judgment of another in the transaction, that the actor previously created or confirmed by words or conduct, and that the actor does not now believe to be true; or
- (3) promising performance that is likely to affect the judgment of another in the transaction, and that the actor does not intend to perform or knows will not be performed, except that failure to perform the promise in issue without other evidence of intent or knowledge is not sufficient proof that

the actor did not intend to perform or knew the promise would not be performed.

“Property” means: (a) real property; (b) tangible or intangible personal property, including anything severed from land; or (c) a document, including money, that represents or embodies anything of value.

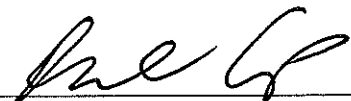
III. Question on Defendant AROG's Counter Claim

Question 9:

When AROG terminated Ramachandran on February 21, 2017, did AROG terminate Ramachandran for "Cause" in accord with the terms and conditions of the 2015 Employment Agreement?

Answer "Yes" or "No":

Answer: No



Foreperson

8/29/2022
Date